

APPENDIX F

ESCROW AGREEMENT

THIS ESCROW AGREEMENT dated as of _____, 2011 (the "Agreement") is by and between Cornell-Dubilier Electronics, Inc., a Delaware corporation ("CDE") and RBS Citizens, N.A., a national banking association acting by and through its Institutional Services Group with an office at 870 Westminster Street, Providence, Rhode Island 02903, as escrow agent (the "Escrow Agent").

~~WHEREAS~~ WHEREAS, CDE has entered into a consent decree (the "Consent Decree") with the United States and the State of New Jersey, in the action captioned United States v. Cornell-Dubilier Electronics Inc., which will be lodged in federal district court in New Jersey (the "Subject Action"); and

WHEREAS, CDE is obligated under the Consent Decree to pay certain amounts into an interest-bearing escrow account (the "Escrow Account") to finance, which funds shall be held solely for the continued pursuit by CDE purposes of its environmental claims against its insurers, including claims pending satisfying CDE's litigation expenses incurred after creation of the Escrow Account in an insurance coverage action, Home prosecuting the Insurance Company v. Cornell-Dubilier Electronics, Inc., C.A. No. MER-L-5192-96, MER-L-2772-02 Claims, as that term is defined in the Consent Decree, paying the fees, including tax preparation fees, associated with this Escrow Account, and MER-L-463-05 (N.J. Super. Mercer County), paying any taxes on interest earned on the funds in this Escrow Account; and claims pending in insolvency proceedings involving certain insolvent insurers; and

WHEREAS, pursuant to the Consent Decree ~~and the Settlement Agreement and Release~~, CDE is obligated to deposit into the Escrow Account the sum of \$ 3,250,000 to be held by the Escrow Agent upon the terms and conditions set forth herein (the "Escrow Amount"); Simultaneous with the execution of this Agreement, CDE will deposit the sum of \$1,250,000. The remainder of the Escrow Amount shall be deposited by CDE into the Escrow Account in equal installments on the first and second anniversary of the effective date of the Consent Decree unless any withdrawal reduces the balance in the Escrow Account ~~fall to~~ below \$100,000 in which case CDE will within 20 days of such withdrawal deposit sufficient additional funds to bring the balance in the Escrow Account to \$200,000.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. ~~4.~~ Establishment of Escrow.

(a) CDE hereby appoints the Escrow Agent to serve as agent for the purpose of holding and distributing the Escrow Account upon the terms and conditions herein set forth, and the Escrow Agent accepts such appointment subject to the terms and conditions hereof. Simultaneously with the execution of this Agreement, CDE has caused to be deposited in the Escrow Account the sum of \$ 1,250,000. On the first and second anniversaryies

Insert dates

FOR SETTLEMENT PURPOSES ONLY. SUBJECT TO REVIEW AND APPROVAL BY DOJ, EPA, NOAA, DOI, DOD, GSA, AND NEW JERSEY.

of the effective date of the Consent Decree, CDE shall deposit into the Escrow Account the additional sums of \$ \$1,000,000 (the "Anniversary Deposits"), provided however, that in the event ~~that any withdrawal reduces~~ the balance in the Escrow Account falls to below \$100,000, CDE shall accelerate that portion of its Anniversary Deposits necessary to raise the balance in the Account to at least \$200,000 within 20 days ~~of such withdrawal~~. Under no circumstance will CDE deposit more than the Escrow Amount into the Escrow Account. Notwithstanding anything to the contrary, in no event shall the Escrow Agent be liable for the sufficiency of the Escrow Account.

(b) All funds in the Escrow Account shall be invested in U.S. Treasury Bills with maturities no longer than thirty (30) days. Investment earnings received on any investment shall be credited to the ~~Fund~~ Escrow Account and may be reinvested as provided herein. The Escrow Agent shall have no liability for any loss incurred on any investment. In the event and to the extent any such investments are unavailable with respect to any portion of the Escrow Account (including unavailability due to inadequate minimum amounts) the Escrow Agent shall otherwise have no duty to invest (or otherwise pay interest on) such Escrow Funds.

(c) ~~—~~ Promptly upon the establishment of the Escrow Account, the Escrow Agent shall provide CDE with an escrow statement showing the initial balance in the Escrow Account. Thereafter, the Escrow Agent will provide to CDE quarterly statements showing the balance in the Escrow Account.

2.2—Distribution of Funds from the Escrow Account.

Funds shall be distributed from the Escrow Account in accordance with the following terms and conditions:

(a) ~~—~~ The Escrow Agent shall return to CDE all funds in the Escrow Account within 20 days of receiving notice from CDE certifying that the court in the Subject Action has declined to enter the Consent Decree.

(b) ~~—~~ The Escrow Agent shall pay any invoice within 20 days of receiving notice ~~it~~ from CDE's Representative certifying CDE, provided that the invoice has been approved for is signed by CDE or its authorized representative, and states the amount of the payment in accordance with, the purpose of the payment, and the terms identity of the Consent Decree payee.

(e) ~~— b)~~ When any distribution from the Escrow Account brings the balance below \$100,000, the Escrow Agent shall immediately notify CDE and advise CDE of the amount of ~~deposit~~ necessary to bring the balance above \$200,000.

b.(c) Upon receiving notice from CDE that thirty (30) days have elapsed since (i) the United States has determined to withdraw from the Consent Decree, (ii) the court has determined not to enter the Consent Decree (and all appellate rights have been exhausted or have expired), or (iii) entry of the Consent Decree has been reversed on appeal (and all appellate rights have been exhausted or have expired), the Escrow Agent shall disburse to CDE ~~and FPE~~ all funds (principal

and interest) in the Escrow Fund Account, to the extent of available cash promptly upon receipt of such written notice or, to the extent such funds are invested, within one business day after receipt by the Escrow Agent of the proceeds thereof upon maturity of such investments. Payment shall be made to Foley Hoag LLP on behalf of Cornell-Dubilier Electronics, Inc. and shall be delivered to Robert S. Sanoff, Foley Hoag LLP, Seaport West, 155 Seaport Boulevard, Boston, MA -02210.

3.3-Right to Rely; Indemnity; Performance; Limitation of Liability of Escrow Agent.

(a) CDE acknowledges and agrees that the Escrow Agent ⁽ⁱ⁾ shall not be responsible for any of the agreements referred to herein, including the Consent Decree, but shall only be ⁽ⁱⁱ⁾ obligated for the performance of such duties as are specifically set forth in this Agreement; ⁽ⁱⁱⁱ⁾ shall not be obligated to take any legal or other action hereunder which might in its judgment involve any expense or liability on its part unless it shall have been furnished with acceptable indemnification as determined in its sole discretion; ^(iv) shall be entitled to rely on any document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons or on other evidence or information deemed by it to be reliable and shall have no responsibility for determining the accuracy thereof; ^(v) shall have no responsibility whatsoever with respect to the undertakings of any other party hereto or to any notices or undertakings of anyone not a party hereto; and ^(vi) may consult counsel satisfactory to it, including in-house counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the opinion of such counsel. With respect to any notice, instruction, including without limitation any wire transfer instruction set forth herein or set forth in a separate written instruction, communication or other action or inaction that may be taken by CDE hereunder, the Escrow Agent shall be entitled to rely upon written instructions executed and delivered jointly by CDE Representatives as defined in Section 13 below.

(i) duties are solely ministerial in nature and have been requested for the convenience of CDE

(iv)

(v)

(vi)

(b) CDE agrees to indemnify and hold harmless the Escrow Agent and each of its directors, officers and agents appointed and acting in accordance with this Agreement (collectively, the "Indemnified Parties") against all claims, losses, damages, costs, penalties, fines and reasonable expenses (including reasonable expenses of the Escrow Agent's legal counsel) which may be paid, incurred or suffered by any Indemnified Party by reason of or as a result of the Escrow Agent's compliance with its duties set forth in this Agreement, or any written instructions delivered jointly to the Escrow Agent by the parties pursuant hereto, except to the extent that any such claim, loss, damage, cost, penalty, fine or expense results from fraud, gross negligence or willful misconduct on the part of such Indemnified Party. In no event shall the Escrow Agent be liable for indirect, punitive, special or consequential damages.

CDE agrees to assume any and all obligations imposed now or hereafter by any applicable tax law with respect to the payment of funds from the Escrow Account, and to indemnify and hold the Escrow Agent harmless from and against any taxes, additions for late payment, interest, penalties and other expenses, that may be assessed against the Escrow Agent in any such payment or other activities under this Agreement. CDE undertakes to instruct the Escrow Agent in writing with respect to the Escrow Agent's responsibility for withholding and

as determined by a final, non-appealable judgment of a court of competent jurisdiction

FOR SETTLEMENT PURPOSES ONLY. SUBJECT TO REVIEW AND APPROVAL BY DOJ, EPA, NOAA, DOI, DOD, GSA, AND NEW JERSEY.

of any kind whatsoever (including but not limited to lost profits) even if the Escrow Agent has been advised of the possibility of such losses or damages and regardless of the

other taxes, assessments or other governmental charges, certifications and governmental reporting in connection with its acting as Escrow Agent under this Agreement. CDE agrees to indemnify and hold the Escrow Agent harmless from any liability on account of taxes, assessments or other governmental charges, including without limitation the withholding or deduction or the failure to withhold or deduct the same, any liability for failure to obtain proper certifications or to properly report to governmental authorities, to which the Escrow Agent may be or become subject in connection with or which arises out of this Agreement, including costs and expenses (including reasonable legal fees and expenses), interest and penalties. Notwithstanding the foregoing, in no event shall CDE be required to indemnify the Escrow Agent for any liability arising out of gross negligence or willful misconduct on the part of the Escrow Agent.

The indemnifications set forth in this Section 3(b) shall survive the termination of (and any resignation or removal of the Escrow Agent under) this Agreement.

(c) It is further agreed that if any controversy arises, between the parties hereto or with any third person, with respect to the Escrow Account or any part of the subject matter of this Agreement, its terms or conditions, the Escrow Agent shall not be required to determine the same or take any action in the premises, but may await the settlement of any such controversy by final appropriate legal proceedings or otherwise as it may require, notwithstanding anything in this Agreement to the contrary, and in such event the Escrow Agent shall not be liable for interest or damages. The Escrow Agent shall not be obligated to institute or defend any legal proceedings which relate to the Escrow ~~Fund~~ Account.

(d) The Escrow Agent is not responsible for the genuineness, validity or title of any property received by it from time to time pursuant to this Agreement.

(e) The Escrow Agent shall have no liability for any actions or omissions of any other party, or any failure or delay by any other party in performing or observing its duties hereunder.

(f) CDE hereby certifies that its federal tax identification number is 22-0841070. The Escrow Agent shall be entitled to request any party to whom funds are distributed from the Escrow Account a certified taxpayer identification number on Form W-9. In the event the Escrow Agent does not receive such certified taxpayer identification information on a timely basis, CDE acknowledges that the Internal Revenue Code, as amended from time to time, may require withholding of a portion of any interest or other income earned on the investment of the Escrow Account.

4. ~~4~~-Resignation, Removal, Successor.

(a) The Escrow Agent may resign as escrow agent under this Agreement and thereby become discharged from the obligations hereby created, by notice in writing given to CDE not less than thirty days before such resignation is to take effect.

(b) The Escrow Agent may be removed ~~at any time~~ ^{W/ 30 days notice} by an instrument in writing delivered to the Escrow Agent and signed by CDE.

(c) If at any time hereafter the Escrow Agent shall give notice of its resignation pursuant to Section 4(a) hereof, shall be removed pursuant to Section 4(b) hereof, or shall be dissolved or otherwise become incapable of acting, or the position of the Escrow Agent shall become vacant for any other reason, CDE shall promptly appoint a successor Escrow Agent. Upon such appointment such successor shall execute, acknowledge and deliver to its predecessor, and also to CDE, an instrument in writing accepting such appointment hereunder and agreeing to be bound by the terms and provisions of this Agreement. Thereupon such successor Escrow Agent, without any further act, shall become fully vested with all the rights, immunities, and powers, and shall be subject to all of the duties and obligations of its predecessor and such predecessor Escrow Agent shall promptly deliver the Escrow Account to such successor pursuant to written instructions from CDE.

(d) In the event that a successor Escrow Agent has not been appointed within thirty days of the date of any such resignation, removal, dissolution, incapacity or vacancy, the Escrow Agent or its legal representative shall deposit the Escrow Account with ~~the clerk~~ Foley Hoag LLP on behalf of a court of competent jurisdiction ~~CDE~~ and shall ~~interplead all of the parties hereto, be delivered to Robert S. Sanoff, Foley Hoag LLP, Seaport West, 155 Seaport Blvd, Boston, MA 02210.~~ Upon so depositing the Escrow Account ~~and filing its pleading,~~ this Agreement shall terminate as to the Escrow Agent.

(e) In the event the Escrow Agent is merged or consolidated with any other entity, and as a result thereof the Escrow Agent ceases to exist as a separate entity, or the Escrow Agent sells substantially all of its corporate trust business to another entity, then such surviving entity, without any further act, shall become fully vested with all the rights, immunities, and powers, and shall be subject to all of the duties and obligations of the Escrow Agent.

5.- Termination. This Agreement shall terminate upon the disbursement of all funds in accordance with Section 2(a) ~~or (b)~~ hereof.

6.- Fees. CDE agrees to pay, and shall be solely responsible for, all fees, disbursements and other expenses charged by the Escrow Agent for the performance of the Escrow Agent's services hereunder, which may be changed on an annual basis. The current fee schedule is attached hereto as Exhibit A. The Escrow Agent shall be entitled to reimbursement on demand for all expenses incurred in connection with the administration of this Agreement or the Escrow Account created hereby which are in excess of its compensation for normal services hereunder, including without limitation, payment of any legal fees and expenses incurred by the Escrow Agent in connection with resolution of any claim by any party hereunder. Upon CDE's written instruction, in accordance with Section 2(a), property in the Escrow Account may be used to pay any such fees, disbursements or other expenses.

7.- Amendments and Supplements. This Agreement may not be amended, modified or supplemented by the parties hereto in any manner, except by an instrument in writing signed by or on behalf of CDE, the Escrow Agent, the United States, and the State of New Jersey. In such event, the Escrow Agent shall be entitled to receive and rely conclusively upon a certificate from CDE that the persons signing on behalf of the United States and the State of New Jersey are their authorized representatives.

8.—No Waiver. The terms and conditions of this Agreement may be waived only by a written instrument signed by the party waiving compliance. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of or non-compliance with this Agreement shall be held to be a waiver of any other or subsequent breach or non-compliance. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

9.—Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of The Commonwealth of Massachusetts, without regard to its principles of conflicts of laws.

10.—Consent to Jurisdiction and Service. CDE ~~and FPE~~ hereby absolutely and irrevocably consents and submits to the jurisdiction of the courts in the Commonwealth of Massachusetts in connection with any actions or proceedings arising out of or relating to this Agreement. In any such action or proceeding brought by the Escrow Agent, CDE ~~and FPE~~ hereby absolutely and irrevocably waives personal service of any summons, complaint, declaration or other process and hereby absolutely and irrevocably agrees that the service thereof may be made by certified or registered first-class mail directed to CDE ~~or FPE~~, ~~as the case may be,~~ at their respective addresses at its address in accordance with Section ~~4513~~ hereof.

11.—Force Majeure. The Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters.

12.—Reproduction of Documents. This Agreement and all documents relating hereto, previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, optical disk, micro-card, miniature photographic or other similar process. The parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

13.—Notice. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered by hand, sent by email with confirmation of receipt requested, sent via a reputable courier service with confirmation of receipt requested, or mailed by registered or certified mail (postage prepaid and return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice), and shall be deemed given on the date on which delivered by hand or otherwise on the date of receipt as confirmed:

To CDE's Representative:

Victor Whitworth
Cornell-Dubilier Electronics, Inc.
140 Technology Place
Liberty, SC 29657
vwhitworth@cde.com

With copy to:

Robert S. Sanoff
Foley Hoag LLP
155 Seaport Blvd
Boston, MA 02210
rsanoff@foleyhoag.com

To the Escrow Agent:

*RBS Citizens, National Association
c/o Institutional Services Group
870 Westminster Street
Providence, RI 02903
Att: Jean A. Parrillo*

[ADD ADDRESS OF ESCROW AGENT]

A party may change its representative by providing 10 days written notice to the other side party.

14. ——— Construction of Agreement. A reference to a Section shall mean a Section in this Agreement unless otherwise expressly stated. The titles and headings herein are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

~~16. ———~~ **15. Entire Agreement, Assignability, etc.** This Agreement and other agreements among the parties hereto as contemplated by or referred to herein constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the parties with respect to such subject matter. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder, except as otherwise expressly provided herein and shall not be assignable by operation of law or otherwise.

~~17. ———~~ **16. Validity.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, each of which shall remain in full force and effect.

~~18.~~ **17. Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement.

~~19.~~ **18. Disputes.** In the event a dispute should arise, the Escrow Agent shall be entitled to refrain from taking any action and shall be entitled to petition a court of competent jurisdiction for instruction.

IN WITNESS WHEREOF, the parties have caused this Escrow Agreement to be executed as an agreement under seal as of the date first written above.

CORNELL DUBILIER ELECTRONICS, INC.

By: _____
Name: Victor Whitworth
Title: Chief Financial Officer

[ESCROW AGENT]

By: _____
Name: _____
Title: _____